

DOE HANDBOOK ON OVERSEAS ASSIGNMENTS



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**June 2005
Office of Human Capital Management**

Introduction

This handbook covers all types of Federal employment overseas, including details, both within DOE as well as to other agencies; transfers to approved international organizations; assignments to permanent DOE positions; cost-free experts; and personal services agreements (PSAs). This handbook replaces the *U.S. Department of Energy Overseas Manual* dated April 2000.

This handbook contains sample service agreements and related documentation that are to be used to implement the following directives:

- a. Executive Order 11552, Providing for Details and Transfers of Federal Employees to International Organizations at http://www.archives.gov/federal_register/codification/executive_order/11552.html;
- b. 5 Code of Federal Regulation (CFR) Parts 301, Overseas Employment and 352, Reemployment Rights available at <http://cfr.law.cornell.edu/cfr/>;
- c. Department of State Standardized Regulations (DSSR) and, for the DOS medical program and PSAs, Foreign Affairs Manuals (FAM) at <http://foia.state.gov/regs/search.asp>;
- d. Federal Travel Regulation (FTR) at <http://www.gsa.gov/Portal/gsa/ep/programView.do?pageTypeId=8199&ooid=14161&programPage=%2Fep%2Fprogram%2FgsaDocument.jsp&programId=8955&channelId=-14863>.
- e. Chapters I and IX of DOE O 320.1, ACQUIRING AND POSITIONING HUMAN RESOURCES at <http://www.directives.doe.gov/>;
- f. DOE O 341.1, FEDERAL EMPLOYEE HEALTH SERVICES at <http://www.directives.doe.gov/>;
- g. DOE O 551.1, OFFICIAL FOREIGN TRAVEL, at <http://www.directives.doe.gov/>;
- h. DOE O 552.1, TRAVEL POLICY AND PROCEDURES, at <http://www.directives.doe.gov/>; and
- i. DOE 1500.4, TRAVEL CHARGE CARD PROGRAM, at <http://www.directives.doe.gov/>.

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Chapter 1 – Temporary Assignments

Detail vs Temporary Change in Duty Station (TCS). A detail is a temporary assignment that may be of any duration to duties in a DOE organization, to another Federal agency, such as the U.S. Agency for International Development, or to an international organization (see the next Chapter for a list of approved organizations). Temporary assignments for at least 6 months, but not more than 30 months, are eligible for travel and transportation allowances as a temporary change of duty station (TCS), as opposed to per diem and travel expenses for regular details, providing the duty station is changed to the overseas location. The determination as to whether or not the temporary assignment that is expected to last at least 6 months should be treated as a detail or TCS should be based on a cost comparison and the employee's willingness to accept a change in pay when the duty station is changed. Per diem and travel expenses or TCS costs may be borne by DOE, the gaining organization, or split, depending on the arrangements worked out by both organizations.

Compensation. For details, an employee retains his/her regular salary based on locality pay. Details for more than 42 days are eligible for post differential, which is a cost of living adjustment for the particular duty station location that is determined by the Department of State (DOS) (see the Table of Allowances at <http://www.state.gov/m/a/als/>) retroactive to the first day. For a TCS, the employee's basic pay does not include locality pay, but is supplemented with the applicable post differential. Post differential is not applicable for determining an employee's high 3-year salary for retirement annuity calculation purposes. If the assignment is at a location that is eligible for danger pay, then the employee will receive the applicable premium as a percentage of basic pay whether on detail or a TCS. The locations and percentages for danger pay are available at footnote "p" under "Other Footnotes" of DOS's Full Table of Allowances at the same web site.

Medical and Health. Per DOE O 341.1 and the DSSR, employees must be medically cleared before going overseas. If the duration of the assignment is less than 60 days, then the employee's local medical support staff will clear. If the assignment is 60 days or more, then the DOS medical staff will clear; processing is coordinated through the local medical support staff. A DOE health brochure, "Foreign Travel Health & Wellness Reference Guide," is available for Headquarters employees in the local medical clinics and Employee Worklife Centers which describes what employees should do in preparation of, during, and following a trip overseas, along with information on a medical assistance program (MEDEX Plus) that is available for travelers. Employees may change their health insurance coverage when going overseas and should do so if they have an HMO plan.

Documentation. See the checklist at Appendix A for processing a detail or TCS. If the assignment will be treated as a TCS, then the second page of SF-1190, FOREIGN ALLOWANCES APPLICATION, GRANT AND REPORT (see Appendix B) must be completed, per DOS to begin the processing for approving travel and transportation expenses, along with a Travel Authorization in Travel Manager. A sample service agreement for a temporary overseas assignment (detail or TCS) is available at Appendix C. If the employee is being detailed to another Federal agency, an Interagency Agreement is needed. Sample Interagency Agreements are available at Appendix D.

Leave. Details are not eligible to accrue up to 45 days of annual, per 5 CFR 630.302 because the overseas location is not their "regular assignment for duty." Subparagraph (c)(1) clarifies that eligibility for the 45 days is "for transfer or reassignment," unless the detail is enroute to a permanent overseas post.

Details to Iraq. Special guidance is available for details to Iraq at Appendix M and <http://chris.inel.gov/payroll/>. The updated information is in red.

Chapter 2 – Transfers to International Organizations

Approved International Organizations. OPM, in consultation with DOS, has a list of international organizations that are eligible for employees to transfer and retain reemployment rights, including certain benefits. That list is available at <http://www.opm.gov/employ/internat/LIST.asp>. The two international organizations to which DOE employees usually transfer are the International Energy Agency (IEA) and the International Atomic Energy Agency (IAEA).

Reemployment Rights. In order for an employee to retain his/her reemployment rights, including retirement, Thrift Savings Plan (TSP), and insurance benefits, the Head of the employee's Departmental element must sign a Letter of Consent (see the sample at Appendix E). If a Letter of Consent is not signed, an employee may still go to the international organization, but will not retain any reemployment rights and benefits.

Compensation. Employees who are transferred are paid by the gaining organization based on the offer made or agreements between the gaining organization and the employee and/or his organization. The gaining organization pays all travel and transportation expenses and allowances.

Medical and Health. Medical clearances are the responsibility of the gaining organization. An employee may retain his/her health plan coverage when the Head of the employee's Departmental element consents to the transfer.

Documentation. See the checklist at Appendix A for processing a transfer. The employee must be informed of his reemployment rights and benefits either by signing a service agreement (see Appendix F) or the human resources staff providing the same information in the form of a letter (see Appendix G) that the employee responds to regarding his/her benefits that he/she wishes to retain.

Chapter 3 – Assignments to Permanent DOE Positions

Background. DOE has established positions with permanent appointments in Vienna, Austria; Paris, France; Tokyo, Japan; Moscow, Russia; Kiev, Ukraine; and Beijing, China as international cooperation has become vital to the success of many of the Department's programs, particularly in the areas of nonproliferation and stewardship of the nuclear stockpile, energy efficiency and conservation, technology transfer, and industrial competitiveness. All offices except the one in Paris are the responsibility of the Director, Office of International Operations, Deputy Administrator for Defense Nuclear Nonproliferation, NNSA, while the office in Paris is the responsibility of the Deputy Director for Operations and Management/COO, NE. DOE contractors staff offices in additional locations, but they are not addressed since this handbook only addresses Federal employment.

DOE gets local logistical and administrative support for its offices from DOS in which DOE pays into a "working capital fund" organization known as the International Cooperative Administrative Support Services (ICASS). The Director, Office of International Operations, Deputy Administrator for Defense Nuclear Nonproliferation, NNSA, is or provides the DOE representative to the ICASS. The Office of International Operations also serves as the DOE point of contact for coordinating requests for staff, space, quarters, and diplomatic status of DOE employees with DOS.

DOE is developing a cadre of employees for overseas assignments through competitive rotational assignments with 2 - 4 year tours, and with a contractor intern program at the Argonne National Laboratory.

DOE is one of only a few agencies overseas that is not subject to PL-96-465, Foreign Service Act of 1980. DOE employees are covered under Title 5, United States Code, but are also subject to DOS's Standardized Regulations (DSSR) while overseas and DOS's Foreign Affairs Manual (FAM) regarding the medical program. The Federal Travel Regulations (FTR) apply to travel and transportation allowances to and from overseas locations.

In preparation for an assignment overseas, employees and their dependents should attend security and orientation courses offered at DOS' George P. Shultz National Foreign Affairs Training Center and the Overseas Briefing Center (which is part of the Transition Center; the centers are part of the Foreign Services Institute) in Arlington, VA (see <http://www.state.gov/m/fsi/>). They should also review the publications that DOS has available at the Overseas Briefing Center and via the Internet at <http://www.state.gov/m/fsi/tc/c9649.htm> regarding living overseas, such as the *Foreign Service Assignment Notebook: What Do I Do Now?*, which includes chapters on legal issues, finances, diplomatic privileges and immunity, and family concerns; the *Protocol for Modern Diplomat*, which addresses the cultures of U.S. Missions and host countries; and *Your Move*, which is available through the transportation office at the same location.

Status of Overseas Employees. Employees stationed overseas and their dependents are afforded certain diplomatic privileges based on their specific status in the country assigned. Possession of a diplomatic passport alone does not afford an employee and his or her dependents any privileges or immunity, particularly in countries that they may travel on personal leave or official TDY.

Employees must be approved for diplomatic status by DOS's local Chief of Mission head of the applicable embassy). This is done via the National Security Decision Directive form NSDD-38.

Employees must obtain a diplomatic passport and a visa for themselves and any dependent(s) that accompany them for each country in which they will be traveling on official business. Diplomatic passports are available through the DOE Transportation and Travel Group, Office of Management, Evaluation and Budget at DOE expense and they must be returned to that office upon completion of a tour. Diplomatic passports and the visas for the country to which assigned must be secured before final travel authorizations will be provided. Additional visas for diplomatic passports for countries other than the one in which the employee will reside may be obtained at DOE expense through the closest DOS passport office overseas. Employees are required to maintain eligibility for a diplomatic passport and visa(s) during the entire tour of duty. In the event that a diplomatic passport is lost or stolen while overseas, the employee must notify the Headquarters Transportation and Travel Group promptly.

A diplomatic passport may not be used for personal travel while overseas. Instead, employees must obtain a regular passport at their own expense. The DOE Transportation and Travel Group will assist in securing regular passports.

Service Agreement. Employees are required to sign a service agreement (see the sample at Appendix H) for their tour. The agreement describes the assigned position, location, and length of tour; promotion and return rights; pay, travel and transportation, quarters (housing), and education allowances that are authorized; leave entitlements; medical program and health insurance coverage; and security clearance/access authorization requirements.

Length of Tour. DOE overseas assignments are normally two-year rotational tours of duty with the potential for two one-year extensions. The minimum tour is one year in order to satisfy the requirements of the Federal Travel Regulations (FTR), unless it is in the best interest of the Government to terminate an assignment prior to that time frame. The maximum length of tour will be four years at any one location, unless an employee was already overseas for longer than four years at the time of the development of DOE's overseas policies and procedures in 2000.

Promotion and Return Rights. The service agreement will indicate whether or not the position to which assigned has known growth potential. The primary DOE organization to which the employee is assigned will be responsible for placement at the time a tour ends. The employee may be placed in another DOE organization if a suitable assignment is not available in the primary organization. Placement efforts should begin about 90 days prior to the date that the employee is due to return.

Pay and Pay Allowances. Pay is based on the basic General Schedule without any locality pay while overseas. The applicable allowance(s) are then added to the basic schedule, but is(are) not included in an employee's "high 3" years for calculating a retirement annuity. The eligibility for a pay allowance is determined by the servicing human resources staff based on the DSSR and is included in the remarks section of the SF-50. The DOE payroll staff will calculate the initial pay allowance, monitor any DOS change to Section 920 of the DSSR (see <http://www.state.gov/m/a/als/>), recalculate entitlement amounts, and initiate action to reimburse the employee retroactively if necessary.

- a. **Post Allowance.** This is a cost of living allowance to offset the difference between the cost of living at the overseas post of assignment and the cost of living in the Washington, DC area. It is expressed as a percentage of spendable income, is non-taxable, and is included in an employee's biweekly paycheck. The allowance at the time the service agreement is signed is specified in the agreement, but is subject to change at any time thereafter and often does. This volatility is unfortunate because the post allowance percentage determines the earning rate for home leave, so it is subject to change as well. Approximately two-thirds of the posts in DOS foreign areas do not receive a post allowance.

- b. Post Differential. This is a recruitment and/or retention incentive for locations where unusual hardship conditions exist. It is expressed as a percentage of basic pay, is included in an employee's biweekly paycheck, and is taxable.
- c. Difficult to Staff Incentive Differential or Service Need Differential. The latter terminology is commonly used at DOS, while the former terminology is the title to chapter 1000 of the DSSR. This incentive is a supplemental post differential based on 5 U.S.C. 5925(b) (which doesn't specify a title for this hardship differential) for an assignment to a post that is determined to have especially adverse conditions of environment which warrant additional pay as a recruitment and/or retention incentive. To date, this incentive has not been used for DOE positions. If used, DOE is required to maintain a list of Difficult to Staff Incentive Differential designations, i.e., by position, occupation, or post.
- d. Advance in Pay. An employee may request in writing, through his/her servicing human resources staff to the DOE payroll staff, that up to 3 months of pay be advanced at the time of transfer to a foreign duty location to purchase items that are necessary, but may not be readily available, at that location. Per 5 CFR Subpart B, an advance in pay creates an indebtedness which must be repaid. Employees will have 7 pay periods to repay the amount that they would normally receive for one pay period, but may pay it off earlier.

The service agreement specifies whether local income tax will be deducted for a particular country. The income tax status of overseas allowances and benefits is explained in the Internal Revenue Service Publication 516 – *Tax Information for U.S. Government Civilian Employee Stationed Abroad*. The legal residence declared in the service agreement will be used to determine any State income taxes. DOE will reimburse any Federal, State, or local income tax liability incurred as a result of expenses paid by DOE that are associated with a move, but not for income tax liability resulting from pay and pay allowances.

Travel and Transportation Allowances. Travel and transportation costs for an employee and his/her eligible family member(s) to and from the overseas location will be paid by DOE in accordance with the FTR, DSSR, 6 FAM (regarding weight allowance for shipment and storage of household goods for DOS employees, which is matched by DOE), and DOE O 552.1, TRAVEL POLICY AND PROCEDURES, DOE M 552.1-1, U.S. DEPARTMENT OF ENERGY TRAVEL MANUAL, and DOE 1500.4, TRAVEL CHARGE CARD PROGRAM, with the understanding that the employee will remain in Federal service overseas for a period of at least one year from the date that the employee arrives in the overseas location to which assigned. Employees must complete the first page of SF-1190 (see Appendix B), along with initiating a Travel Authorization in Travel Manager, to begin the process for getting travel and transportation costs approved by the applicable management officials, including program, financial, travel, and transportation staffs.

Employees are authorized to take their eligible family member(s) at DOE expense if they choose to do so. Those family members who are authorized to accompany the employee must be specified on the SF-1190. Employees will be authorized full travel and quarters (housing) allowances for their family members, along with an education allowance and/or travel expense to and from the overseas location for college, if applicable, but will not be authorized a separate maintenance allowance if they choose to leave them in the United States, even if they are not medically eligible to accompany the employee. Employees are responsible for the conduct of their family member(s) while overseas. If one or more dependents need to return to the United States before the employee is authorized to do so, the employee will be responsible for that cost, unless the travel is authorized for medical purposes or for education travel.

The amount of return expenses will be the amount that it costs to return the employee and his/her family to the residence/home of record specified in the service agreement, whether or not the employee actually returns to that location, or, is applicable, the cost to relocate the employee and his/her family to another overseas location.

Employees are authorized the maximum amount of the allowances for which eligible. Depending on the employee's situation, travel and transportation allowances may include the following:

- a. travel by a contract carrier(s), i.e., a U.S. airline(s) from the employee's residence at the time of the move to and from the overseas location to which assigned; family members do not have to travel with the employee.
- b. per diem while enroute to and from the overseas location.
- c. temporary quarters (lodging) subsistence up to 90 days upon arriving at the overseas location and up to 30 days preceding departure to return from that location.
- d. shipment of household goods and temporary storage of goods at the overseas location up to 60 days until quarters are available; if household furnishings are provided at DOE expense, an employee will be limited to no more than the weight limit available to DOS employees.
- e. non-temporary storage of household goods for the entire period that the employee is assigned overseas when the weight of the household goods shipped is less than 18,000 pounds (18,000 pounds is the maximum combined weight for goods shipped and stored).
- f. shipment of one privately owned vehicle (POV) to and/or from the overseas location.
- g. property management services for the rental of the employee's existing residence, not to exceed \$200 per month, which terminates at the expiration of the service agreement.
- h. one round trip travel to and from the United States for an eligible family member(s) to attend high school (in lieu of an education allowance, which is described below) or an undergraduate college or university annually.
- i. periodic travel to and from a kindergarten, elementary, or secondary school located overseas.
- j. reimbursement for those miscellaneous expenses specified in FTR Chapter 302-3.1(b) that are associated with discontinuing residence at one location and establishing residence at a new location; the amount of this benefit depends on whether family members accompany the employee.
- k. pre-departure subsistence expense for the employee and family member(s), not to exceed 10 days, prior to departure from the United States.
- l. a home service transfer allowance (see section 250 of the DSSR) as follows:
 1. a lump sum miscellaneous expense portion to assist with certain extraordinary expenses, i.e., disconnecting and connecting appliances, cutting and fitting rugs and draperies moved from one residence to another, and automobile registration;

2. an actual subsistence expense portion designed to help offset costs of meals, laundry and dry cleaning of clothes, and lodging while staying in temporary quarters (lodging); and
3. a lease penalty expense portion to assist employees receiving the living quarters (lodging) allowance to help offset the expense of unavoidable lease penalties for early termination of a lease due to a transfer required by DOE

that are not otherwise compensated for when the employee returns to the United States up to 60 consecutive days (approved in 30-day increments; an additional 60 days may be authorized when the program office determines that there is a compelling reason to continue this allowance); in order to receive this allowance, the employee must sign a separate certification (also referred to as a service agreement in section 252.5(b) of the DSSR) that the employee will continue to be employed in the Federal Government for at least 12 months in the United States or other non-foreign area; an employee is not eligible for this allowance if he/she will be retiring upon returning to the United States.

Shipment of consumables is not authorized for DOE employees under the FTR. A consumable allowance is only available to Foreign Service employees.

Quarters Allowances. Whenever free Government housing is not available, a living quarters allowance (LQA) may be authorized. DOS determines whether a post is either a Government quarters or LQA post. If a Government quarters post, DOS usually arranges for housing, but DOE may provide housing at its expense, such as by renting an apartment directly. The maximum LQA is determined by the following factors:

- a. the average costs for rent, heat, light, fuel, gas, electricity, and water for the respective post which are surveyed at least annually and, thus, subject to change;
- b. the employee's grade level; and
- c. the size of the employee's family.

For those posts not designated as LQA posts and Government housing is not readily available, DOE will cover the same costs that the LQA covers. Housing in overseas locations does not necessarily provide all of the amenities found in the United States. Thus, employees should ship only necessary items or purchase them after seeing the accommodations. Furnishings are considered a personal expense and are not covered by DOE. DOE only participates in the DOS furniture pool when the post is considered to be a "furnished" post.

Housing should be secured through the DOS Housing Officer at the post prior to a move whenever possible to avoid unnecessary costs and inconveniences.

Education Allowances. Education allowances (see sections 274 and 920 of the DSSR) for grades K*- 12 are granted only for those posts where the cost of adequate schooling is in excess of the cost that would otherwise be incurred for a dependent in a public school in the United States. If adequate schools are available at the post, no higher allowance is established for attendance at a school located away from the post. At DOE overseas locations, DOS has negotiated the tuition with selected schools. As long as an employee uses the selected schools, DOS pays and charges DOE. If the employee chooses to send his/her children to an alternative school(s), DOE will reimburse the employee up to the amount provided by DOS for that post.

- * Kindergarten, except for a special needs child, means a one school-year program similar to a public school program in the United States, i.e., immediately preceding first grade, but does not include the

nursery school level. Authorizing officials must ascertain that 4-year old children attending kindergarten overseas will be eligible to enter first grade the next year.

Leave.

- a. Annual Leave. Employees are entitled to earn annual leave at the rate of 45 days per year, per 5 U.S.C. 6304(b).
- b. Home Leave. Employees are also eligible to earn home leave, per 5 CFR 630, Subpart F. Home leave begins to accrue on the date that an employee arrives at the foreign duty location, but the employee is not eligible to use it until he/she has completed 24 months of continuous service overseas and is expected to be returning overseas for at least 12 months after it has been used. When home leave is used and the employee does not return to an overseas assignment, an indebtedness is created. Home leave must be approved by the employee's supervisor and may be used in conjunction with annual leave. Home leave is maintained separately from other leave balances.

5 CFR 630.604 establishes the number of days earned per year based on the "foreign or territorial (but not a tropical) differential" for each post. OPM agrees that the "differential" means "post allowance" not "post differential."

Medical Program. DOE employees are eligible for DOS's medical program (see DOS's Foreign Affairs Manual (FAM), Volume 3 – Personnel, Subchapter 680 at <http://foia.state.gov/regs/search.asp>). DOE employees and their dependents must be cleared, i.e., they must pass the appropriate level of medical clearance, for their assigned locations by DOS's Office of Medical Services every 2 years in order to be eligible for DOS's medical program and to ensure that the Government does not incur unnecessary medical expenses.

All initial medical clearance processing is to be done through the selectee's local medical support staff which will coordinate the clearance process with DOS's Office of Medical Services (per DOE O 341.1) using DOS's form DS-3069, AUTHORIZATION FOR MEDICAL EXAMINATION (see Appendix I; note that only pages 1 and 5 are needed, as pages 2-4 are for DOS employees only) and MEDICAL HISTORY AND EXAMINATION FOR FOREIGN SERVICE (there are 2 forms - DS-1843 for persons 12 years and over and DS-1622 for 11 years and under; see http://www.careers.state.gov/res_forms.html), and if the local medical support staff is the Federal Occupational Health (FOH), then FOH's form AUTHORIZATION FOR DISCLOSURE OF INFORMATION. The time frame to obtain an initial clearance depends on whether dependents will be accompanying the employee and if there are any medical concerns that may pose a problem while overseas, particularly for getting the level of medical service that might be needed. Subsequent medical clearances may be processed through the local DOS medical staff overseas.

Once selected, an employee should schedule an appointment with his/her local medical support staff as soon as possible. The medical support staff will advise on health issues at the overseas location, schedule an examination, may administer some or all of the immunizations that will be required based on the overseas location, and discuss medical insurance coverage (see the next section on Health Insurance).

Should any dependent not be cleared, then the employee will be responsible for that family member's medical expenses should he/she choose to have that member accompany him/her. No separate maintenance allowance will be authorized if a dependent is not medically cleared.

The DOS medical program includes prepaid routine health care services provided by local DOS medical facilities overseas, hospitalization, and any subsequent care by a local practitioner following hospitalization, and

medical evacuation services. Costs for such services are paid by DOE through the ICASS (formerly DOE had a Memorandum of Understanding with DOS) at no cost to employees. The services available at local DOS medical clinics vary among locations. Generally, the American trained staffs will provide treatment for minor ailments. Beyond that, the medical staff will provide referrals to an appropriate physician or hospital in the area. Any care other than that provided by the DOS medical staff, including routine dental care, that the employee or his/her dependent(s) needs, is an employee expense. Thus, employees will pay for the non-DOS care and file a claim to his/her health insurer to get reimbursed.

Any questions or concerns regarding whether or not an expense is covered by the DOS Medical Program while overseas, should be addressed with the local DOS medical support staff first.

Health Insurance. Employees must be covered by an insurance plan that reimburses (indemnifies) them for medical costs incurred while overseas, as opposed to an HMO plan which does not provide coverage overseas. This is because DOE has to reimburse DOS for any hospitalization and then bills the employee after DOE makes the payment. Thus, employees reimburse DOE for those payments. Employees may change their existing health plans through their servicing human resources offices up to 31 days prior to going overseas. DOE employees are eligible for a unique health plan for overseas assignments that is available through the Federal Employees Health Benefits (FEHB) Program by the American Foreign Service Protective Association (AFSPA) (for more information on this benefit and others offered by the AFSPA, see <http://www.afspa.org/>).

Security Clearance/Access Authorization. Employees are required to maintain a Q-level security clearance/access authorization at all times while overseas.

Chapter 4 – Local Hires

Background. Applicants who reside overseas, both U.S. citizens, including family members (FMs) who have accompanied their spouses or parents overseas, and foreign nationals (FNs) (who may be FMs), may be hired under various authorities. Collectively, FMs and FNs are referred to as locally employed staff (LES).

Hiring Authorities. U.S. citizens may be hired non-competitively under 5 CFR 8.2 and 301 on overseas limited appointments. Part 030 of the DSSR addresses eligibility for allowances for U.S. citizens who have been hired while overseas.

FNs may be hired non-competitively under 5 CFR 8.3 and using excepted service appointments (see <http://www.opm.gov/employ/html/Citizen.htm> for details of the criteria that must be satisfied); however, DOE is not eligible for foreign service appointments. FNs may also be hired using personal services agreements (PSAs), which are established under DOS authority and replace former personal services contracts (PSCs). DOE has a Memorandum of Agreement (MOA) with DOS (see Appendix J) to utilize the PSA authority. For more information on how DOS administers the PSA authority, see Department of State Foreign Affairs Manual, Volume 3 (3 FAM) - Personnel, Chapter 7260, Employment By Personal Services Contract of Foreign Nationals (Host or Thirds Country) and 8000, Overseas Employment Program, *et al* which are available at <http://foia.state.gov/Famdir/fam/fam.asp>.

Currently, DOE has FNs located in the following locations, by organization:

- a. NNSA – Tokyo, Japan; Moscow, St Petersburg, and Yekaterinburg, Russia; and Kiev, Ukraine
- b. NE – Paris, France (this is the only position that has utilized the PSA authority)
- c. PI and EE – Moscow, Russia (shared/split costs)

Awards Program. DOS has established a special awards program that applies to the LES that are hired under any authority. The purpose of the awards program is to provide consistency among agencies under a Chief of Missions. DOE Office Directors should ensure that proposed awards are consistent with their program office awards program before submitting them to the Chief of Missions for concurrence. For more information on the DOS awards program, see the 3 FAM 4800, Department Awards Program *et al* and Foreign Affairs Handbook Volume 3 (3 FAH) 1 H-4000, Employee Relations, *et al* and 2 H-138, Incentive Awards, which are available at the DOS web site in the previous paragraph.

Documentation and Processing. All local hiring is done by DOS's local human resources staffs. DOE Office Directors must first get approval from their respective Headquarters program office to hire. Once approval is obtained, then the approval should be provided the local DOS human resources staff which will advise the Office Director on the documentation needed, depending on the appointment authority that will be used, and the processing activities.

Chapter 5 – Cost-Free Experts

Background. Cost-free experts (CFEs) are DOE employees who are provided at no or only partial cost to the IAEA to perform specific tasks for a limited duration. CFEs are usually DOE contractor employees, but occasionally are Federal employees. There are 3 types of arrangements that the IAEA uses for CFEs.

1. Type A – This is a temporary assignment in which a DOE employee is appointed as a staff member of IAEA. DOE reimburses IAEA for all costs except travel costs for official IAEA business, which are paid by IAEA. This arrangement should be treated as a transfer to an international organization.
2. Type B – This is a non-reimbursable temporary assignment except that any travel costs for official IAEA business are paid directly by the IAEA. This is the most common arrangement. This arrangement should be treated as a detail to an international organization.
3. Type C – This is a cost-sharing situation which is mutually agreed upon by DOE and IAEA. How this arrangement should be treated should be determined on a case-by-case basis, but most likely as a detail.

A copy of IAEA’s internal policy and procedures information on CFEs is available at Appendix K. A sample Special Service Agreement for Type B and C arrangements is available at Appendix L. To understand these documents, “the Agency” means the IAEA, “donor” means DOE, and “Subscriber” means the DOE employee.

Documentation. See the checklist at Appendix A for processing transfers and details.

APPENDIX A

Checklist for Overseas Assignments *By Type of Assignment*

1. Job-Related Trip

- a. Documentation of action – none
- b. Travel & transportation allowances –
 - a Travel Authorization (TA) showing per diem
- c. Compensation –
 - current salary (including locality pay) plus any previously approved overtime, if long hours are anticipated, and Sunday, holiday, and night differentials, if applicable
 - danger pay for war environments; percentage of base pay
 - post differential, if approved; this is a recruitment/retention incentive for hardship locations expressed as a percentage of base pay
- d. Security/access authorization and country clearances –
 - maintain current security clearance/access authorization
 - enter in the Foreign Travel Management System (FTMS) within 30 calendar days of departure date or 45 days of departure date if travel is to a sensitive country or involves a sensitive subject
 - clearance from US Embassy(ies) in the country(ies) to be visited
 - passport and visa(s) for applicable country(ies)
- e. Medical clearance, insurance, and evacuation (assumes less than 60-day trip) -
 - local DOE medical support staff clears
 - employee may change to a non-HMO health insurance plan
 - DOE element is responsible for medical evacuation costs

2. Reassignment or Promotion to a Permanent DOE Position

- a. Documentation of action –
 - an SF-52 and PD
 - a DOE service agreement
 - if establishing a new position, National Security Decision Directive, NSDD-38, sent to State Department
- b. Travel & transportation allowances –
 - a TA
 - attachment to a DOE service agreement; includes movement or storage of household goods
 - an SF-1190 for a PCS; dependents are authorized
 - housing or quarters allowance provided
 - education allowance or travel authorized
- c. Compensation –
 - base pay (no locality pay)
 - post allowance – this is a cost of living allowance expressed as a flat annual rate based on base pay
 - post differential - this is a recruitment/retention incentive for hardship locations expressed as a percentage of base pay
 - annual leave accumulation increases to 45 days for carrying forward to a subsequent leave year

- home leave following 24 months overseas; must be returning overseas for at least 12 months to use it
- d. Security/access authorization and country clearances –
 - Q-level required
 - enter in the Foreign Travel Management System (FTMS)
 - clearance from US Embassy(ies) in the country(ies) to be visited
 - passport and visa(s) for applicable country(ies)
- e. Medical Clearance, Insurance, and Evacuation -
 - State Department medical staff clears following processing by local DOE medical support staff
 - employee needs a non-HMO insurance plan
 - State Department handles medivac arrangements

3. Detail when the employee remains on DOE roles

- a. Documentation of action –
 - an SF-52 if over 30 days and a statement of work
 - a DOE service agreement
- b. Travel and transportation allowances –
 - a TA; per diem if not a temporary change of duty station (TCS)
 - attachment to a DOE service agreement if a TCS (when the duration is 6-30 months) if more cost effective than per diem
 - an SF-1190 for a TCS
- c. Compensation –
 - if not a TCS: current salary (including locality pay) plus any previously approved overtime, if long hours are anticipated, and Sunday, holiday, and night differentials, if applicable
 - if a TCS: same as a permanent position
- d. Security/access authorization and country clearances –
 - security clearance/access authorization level depends on assignment
 - entered in the Foreign Travel Management System (FTMS)
 - clearance from US Embassy(ies) in the country(ies) to be visited
 - passport and visa(s) for applicable country(ies)
- e. Medical clearance, insurance, and evacuation -
 - if less than 60 days, local DOE medical support staff clears
 - if 60 days or longer, State Department medical staff clears following processing by local DOE medical support staff
 - employee may change health insurance plan
 - DOE element is responsible for medical evacuation costs

4. Detail to Another Agency

- a. Documentation of action –
 - an SF-52 if over 30 days
 - an Interagency Agreement
- b. Travel and transportation allowances – gaining organization provides TA showing per diem
- c. Compensation – current salary (including locality pay) plus any previously approved overtime, if long hours are anticipated, and Sunday, holiday, and night differentials, if applicable
- d. Security/access authorization and country clearances –
 - gaining organization determines
 - DOE may process passport and visa(s)

- e. Medical clearance, insurance, and evacuation -
 - gaining agency should process and clear with State Department, if applicable
 - employee may select a non-HMO plan
 - gaining agency is responsible for medivac arrangements

5. Transfer to an International Organization

- a. Documentation of action –
 - an SF-52
 - a DOE Letter of Consent
 - either a DOE service agreement or employee transfer letter which specifies reemployment and retained benefit rights
- b. Travel and transportation allowances – gaining organization provides
- c. Compensation – gaining organization provides
- d. Security/access authorization and country clearances – gaining organization determines
- e. Medical clearance, insurance, and evacuation - gaining organization determines

6. Cost-Free Expert - Treat as either a detail or transfer to an international organization depending on whether the employee will be appointed as a staff member of the gaining organization (transfer) or DOE will pay some or all of the costs except official travel and employee will remain on DOE roles (detail)

Checklist for Overseas Assignments
By Topic

1. Type of Assignment -
 - a. Job-related trip
 - b. Reassignment or promotion to a permanent DOE position
 - c. Detail when the employee remains on DOE roles
 - d. Detail to another agency
 - e. Transfer to an international organization
 - f. Cost-free expert, treat as either a detail or transfer to an international organization depending on whether the employee will be appointed as a staff member of the gaining organization (transfer) or DOE will pay some or all of the costs except official travel and employee will remain on DOE roles (detail)
2. Documentation of Action –
 - a. For a job-related trip: none
 - b. For a permanent assignment within DOE:
 - an SF-52 and PD
 - a DOE service agreement
 - if establishing a new position, National Security Decision Directive, NSDD-38, sent to State Department
 - c. For a detail when the employee remains on DOE roles:
 - an SF-52 if over 30 days and a statement of work
 - a DOE service agreement
 - d. For a detail to another agency:
 - an SF-52 if over 30 days
 - an Interagency Agreement
 - e. For a transfer to an international organization:
 - an SF-52
 - a DOE Letter of Consent
 - either a DOE service agreement or employee transfer letter which specifies reemployment and retained benefit rights
3. Travel & Transportation Allowances –
 - a. For a job-related trip:
 - a Travel Authorization (TA) showing per diem
 - b. For a permanent assignment within DOE:
 - a TA
 - attachment to a DOE service agreement; includes movement or storage of household goods
 - an SF-1190 for a PCS; dependents are authorized
 - housing or quarters allowance provided
 - education allowance or travel authorized
 - c. For a detail when the employee remains on DOE roles:
 - a TA; per diem if not a temporary change of duty station (TCS)
 - attachment to a DOE service agreement if a TCS (when the duration is 6-30 months) if more cost effective than per diem
 - an SF-1190 for a TCS

- d. For a detail to another agency: gaining organization provides TA showing per diem
- e. For a transfer to an international organization: gaining organization provides

4. Compensation –

- a. For a job-related trip:
 - current salary (including locality pay) plus any previously approved overtime, if long hours are anticipated, and Sunday, holiday, and night differentials, if applicable
 - danger pay for war environments; percentage of base pay
 - post differential, if approved; this is a recruitment/retention incentive for hardship locations expressed as a percentage of base pay
- b. For a permanent position:
 - base pay (no locality pay)
 - post allowance – this is a cost of living allowance expressed as a flat annual rate based on base pay
 - post differential - this is a recruitment/retention incentive for hardship locations expressed as a percentage of base pay
 - annual leave accumulation increases to 45 days for carrying forward to a subsequent leave year
 - home leave following 24 months overseas; must be returning overseas for at least 12 months to use it
- c. For a detail when the employee remains on DOE roles:
 - if not a TCS: current salary (including locality pay) plus any previously approved overtime, if long hours are anticipated, and Sunday, holiday, and night differentials, if applicable
 - if a TCS: same as a permanent position
- d. For a detail to another agency: current salary (including locality pay) plus any previously approved overtime, if long hours are anticipated, and Sunday, holiday, and night differentials, if applicable
- e. For a transfer to an international organization: gaining organization provides

5. Security/Access Authorization and Country Clearances

- a. For a job-related trip:
 - maintain current security clearance/access authorization
 - enter in the Foreign Travel Management System (FTMS) within 30 calendar days of departure date or 45 days of departure date if travel is to a sensitive country or involves a sensitive subject
 - clearance from US Embassy(ies) in the country(ies) to be visited
 - passport and visa(s) for applicable country(ies)
- b. For a permanent position:
 - Q-level required
 - enter in the Foreign Travel Management System (FTMS)
 - clearance from US Embassy(ies) in the country(ies) to be visited
 - passport and visa(s) for applicable country(ies)
- c. For a detail when the employee remains on DOE roles:
 - security clearance/access authorization level depends on assignment
 - entered in the Foreign Travel Management System (FTMS) within 30 calendar days of departure date or 45 days of departure date if travel is to a sensitive country or involves a sensitive subject

- clearance from US Embassy(ies) in the country(ies) to be visited
 - passport and visa(s) for applicable country(ies)
 - d. For a detail to another agency:
 - gaining organization determines
 - DOE may process passport and visa(s)
 - e. For a transfer to an international organization: gaining organization determines
6. Medical Clearance, Insurance, and Evacuation -
- a. For a job-related trip: (assumes less than 60 days)
 - local DOE medical support staff clears
 - employee may change to a non-HMO health insurance plan
 - DOE element is responsible for medical evacuation costs
 - b. For a permanent position:
 - State Department medical staff clears following processing by local DOE medical support staff
 - employee needs a non-HMO insurance plan
 - State Department handles medivac arrangements
 - c. For a detail when the employee remains on DOE roles:
 - if less than 60 days, local DOE medical support staff clears
 - if 60 days or longer, State Department medical staff clears following processing by local DOE medical support staff
 - employee may change health insurance plan
 - DOE element is responsible for medical evacuation costs
 - d. For a detail to another agency:
 - gaining agency should process and clear with State Department, if applicable
 - employee may select a non-HMO plan
 - gaining agency is responsible for medivac arrangements
 - e. For a transfer to an international organization: gaining organization determines

APPENDIX B

SF-1190, FOREIGN ALLOWANCES APPLICATION, GRANT AND REPORT

(Click on the icon to open)



A:\SF-1190.pdf

APPENDIX C

U.S. Department of Energy Service Agreement for a Temporary Overseas Assignment (September 2004)

Introduction	This is an employment agreement between the Department of Energy (DOE) and <u>(employee's name)</u> (hereinafter referred to as "you" or "your") for the purpose of specifying conditions under which you will provide services for work while located overseas and DOE will provide certain benefits or entitlements.
Effective Date	The effective date of this agreement is the same as the effective date that you are detailed to this position as reflected on the attached SF-50, Notification of Personnel Action and/or SF-52, Request for Personnel Action.
Assigned Position, Location, and Length of Tour	You are being detailed as a <u>(title, series and grade)</u> , to <u>(organization, if applicable, & location - city & country)</u> for a period of <u>(month(s)/year(s))</u> beginning with the date of your arrival at that location and ending <u>(date)</u> . You will be on a <u>(reimbursable/non-reimbursable)</u> detail funded by <u>(organization)</u> .
Promotions and Rights	This position does not have promotion potential. Upon completion of your tour, you have return rights to your <u>(current/former)</u> position or a similar position at the <u>(grade or pay rate)</u> in the <u>(organization)</u> , or successor organization.
Pay and Pay Allowances	<p>Your pay is based on the <u>(schedule, e.g., GS, SES, or EJ, with/without)</u> locality pay. When applicable, the following allowance(s) are added to the basic schedule. Annual adjustments will be determined by the amount of the general increase applicable to all schedules. The following pay allowances are authorized in accordance with Section 920 of the Department of State Standardized Regulations (DSSR) when marked:</p> <p><u> </u> Post Allowance. This is a cost of living allowance to offset the difference between the cost of living at the post of assignment in a foreign area and the cost of living in the Washington, D.C. area. It is expressed as a percentage (increase over the Washington, DC living index), but is a flat annual rate based on your base pay and the number of persons eligible for the allowance. It is included in your biweekly paycheck. The current allowance for your duty location is \$(<u>amount</u>) (%). The percentage also determines the earning rate for home leave.</p> <p><u> </u> Post Differential. This is a recruitment and/or retention incentive for locations where unusual hardship conditions exist. It is expressed as a percentage of basic pay, included in your biweekly paycheck, and <u>is</u> subject to income tax. The amount of the differential for your duty location is %.</p> <p>Notwithstanding the rate of differential prescribed for the post, the per annum post differential rate at which payment is made shall be reduced, if necessary, so that the combined per annum post differential and basic pay authorized for you does not exceed the per annum salary authorized at Executive Schedule Level II (Section 552, DSSR). The post allowance <u>is not</u> subject to an aggregate limitation (5 CFR, Section 530.202).</p>

All other compensation, including the post differential, received during the calendar year may not exceed the basic salary at Executive Level I (5 CFR, Section 530.203). Pay allowances are subject to change periodically. Information is available biweekly. Any change will take effect retroactively to the effective date.

You may request in writing, through your servicing human resources office to the payroll office, up to 3 months of pay be advanced to you at the time of transfer to your foreign duty location to purchase items which are necessary, but may not be readily available, at the foreign duty location. An advance in pay creates an indebtedness which must be repaid. You will have 7 pay periods to repay the amount that you would normally receive for one pay period, but you may pay it off earlier if you choose to do so.

Local Income Tax	Local income tax <u>will not</u> be deducted for the country to which you are assigned.
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Leave	You are entitled to earn an additional ____ days (____ hours) of <u>annual</u> leave each leave year while you are overseas.
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You will earn home leave in the amount of ____ days per year, beginning on the date that you arrive at your foreign duty location in accordance with the provisions of 5 CFR §630.604. This leave is maintained separately from your annual and sick leave accounts. You are not eligible to use the home leave 1) until you have completed 24 months of continuous service overseas, and 2) unless you will be returning overseas for at least 12 months after you have used it. When home leave is used and you do not return to an overseas assignment, you will create an indebtedness. Use of your accrued home leave is subject to approval by your supervisor; it may be used in conjunction with annual leave. You will not be paid for any unused home leave.

Dependent(s)	You <u>are/are not</u> authorized to take your <u>(eligible)</u> family members with you at ____ <u>(NA/organization)</u> expense if you choose to do so. Those dependents who are authorized to accompany you are specified on the attached SF-1190, Foreign Allowances Application, Grant and Report. You will be authorized travel and housing allowances, as specified in the Federal Travel Regulations (FTR) and the DSSR, for a <u>temporary</u> change of station, but you will <u>not</u> be authorized a separate maintenance allowance to leave your dependent(s) in the U.S. Authorized allowances are specified on the attached checklist of allowances.
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You are responsible for the conduct of your dependent(s) while they are with you overseas. If one or more dependents need to return to the U.S. before you are authorized to do so, you will be responsible for that cost, unless the travel is authorized for medical or educational reasons.

Passports and Visa(s)	You are required to obtain 1) a <u>diplomatic</u> passport in accordance with 22 CFR §§51.3 and 53.1, and 2) a visa for each country that you will be traveling in for official business, for yourself and any dependent that accompanies you. Diplomatic passports are available through the Headquarters travel services department at <u>(organization)</u> expense and they must be returned to that office upon completion of your tour. Diplomatic passports and the visa for the country in which you will reside must be secured before final travel authorizations will be provided. Additional visas for diplomatic passports for countries other than the one in which you will reside may be obtained at <u>(organization)</u> expense through the closest Department of State (DOS) passport office overseas. You are required to maintain your eligibility for your diplomatic passport and visa(s) during the entire period of your tour. In the event that a diplomatic passport
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is lost or stolen while you are overseas, you must notify the Headquarters travel services department promptly.

A diplomatic passport may not be used for personal travel while you are overseas; instead you must obtain a regular passport at your own expense, which is recommended. The Headquarters travel services department will assist you in securing regular passports.

**Travel and
Transportation
Allowances**

Your detail (is/is not) regarded as a temporary change of duty (TCS) for travel and transportation allowances purposes. Travel and transportation costs for you and your immediate family, including your household goods, to and from your overseas location will be paid by (organization) in accordance with the applicable sections of the FTR, DSSR, and DOE 1500.2A with the understanding that you will remain in service at that location for a period of at least one year following the effective date of your appointment to this overseas position. The amounts of authorized allowances are attached. The amount of your return expenses will be the amount that it costs to return you and your family to your legal residence as specified herein, whether or not you return to that location, or, if applicable, the cost to relocate you and your family to another overseas location.

Temporary duty travel (TDY) while at the overseas post will be performed under the policies and procedures provided in the FTR and DOE 1500.2A. Per diem allowances for TDY travel will be based on those published by DOS in Section 925 of the DSSR.

(Organization) will pay up to the amount that it costs for round trip travel for you and your family to return to your residence for approved home leave. Also, if one or more of your dependents are authorized travel expenses to attend a college or university, (organization) will pay that cost in accordance with the DSSR.

**Relocation Income
Tax Allowance**

DOE will reimburse any Federal, state, or local income tax liability that you incur as a result of expenses paid by DOE that are associated with your detail, such as extended storage costs.

**Quarters
Allowance**

A temporary quarters subsistence expense (TQSE) allowance for housing is authorized if the detail is regarded as a TCS per Section 123.3 of the DSSR, otherwise, per diem is authorized.

**Education
Allowance/Travel**

You are/are not authorized an education allowance for an eligible child who will be enrolled in grades K-12 based on the amount established in Section 920 of the DSSR at the time of enrollment. The allowance may be adjusted based on the school(s) selected, one-time costs, special needs, and other variables delineated in Section 274 of the DSSR. Travel may be authorized for one round trip annually to and from a school located in the United States for a full-time course for secondary education, i.e., a public or private school with grades 9-12, or equivalent, in lieu of an education allowance; undergraduate college education; or an accredited post-secondary vocational or technical education in accordance with Section 280 of the DSSR and the FTR.

**Medical Clearance
and Coverage**

You and your dependent(s) are required to be cleared by the Office of Medical Services, DOS in order to be eligible to participate in the DOS's medical program and to ensure that DOE does not incur unnecessary medical expenses. Should any dependent not be cleared, then you will be responsible for that family member's medical expenses should you choose to have that member accompany you. A medical clearance is good for the period of two years. If your detail is extended beyond two years, then you must renew your and your dependent's(s') clearances.

The DOS's medical program includes prepaid health care service provided by local DOS medical facilities, hospitalization and any subsequent care by a local practitioner following the hospitalization, and medical evacuation services. Costs for such services are paid by (organization). Any other health care, including routine dental care, that you or your dependent(s) need is at your expense.

As a condition of eligibility for the DOS's medical program, you are required to maintain health insurance coverage for services other than those provided by the local DOS medical facility. When DOE incurs such expenses on your behalf, you will be required to reimburse DOE the amount that is covered by your insurance plan. The insurance plan that you have chosen is _____.

Security Clearance	You are required to maintain a _____ level clearance/access authorization at all times in your overseas position.
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Residence	At the time of the detail for this overseas assignment, your place of residence for determining travel and transportation expenses upon your return is _____ <i>(city and state)</i> . Your place of residence for income tax and voting purposes is _____ <i>(the same or, if different, city and state)</i> . Your place of residence for determining transportation expenses for home leave is _____ <i>(city and state)</i> .
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Effect of Failure to Fulfill the Terms of This Agreement	In the event that you fail to fulfill the terms of this agreement or any amendment to it, including an extension agreement, money expended by _____ <i>(organization)</i> to you or on your behalf, except for appropriate salary and benefits, may be recovered from you as a debt, unless the termination of this agreement is due to a reason beyond your control and mutually agreed to in writing by an authorized DOE official. Termination for reasons due to misconduct or performance, including failure to maintain the required passport and visa(s), medical clearance (for failure to take a medical exam), or security clearance or failure to reimburse <i>(organization)</i> for insurance claims, are regarded as reasons within your control. You will be required to make such restitution as is required by applicable laws and regulations, including 41 CFR 302-1.5, and the terms and conditions of this agreement.
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Certification

I hereby certify that I have read and understood the terms and conditions of this agreement. I also understand that the above information is accurate as of this date, but that the allowances and benefits are subject to change without prior notice and that, when applicable laws and regulations change which result in a change(s) to the terms and conditions herein, the parties hereto mutually agree that this agreement will be subject to them. Any changes other than those required by applicable laws and regulations must be mutually agreed to in writing by me or my representative or another authorized DOE official.

_____ Employee's Signature	_____ Date
_____ Authorizing DOE Management Official	_____ Date
_____ Authorizing Travel/Transportation Official	_____ Date
_____ Human Resources Official	_____ Date

Attachments:

Travel and Transportation Allowances
SF-1190, "Foreign Allowances Application, Grant and Report"
SF-50/52, (*title of applicable form*)

PRIVACY ACT STATEMENT

Section 302-1.5 of Title 41 of the Code of Federal Regulations requires the use of a service agreement to support the expenditure of funds to relocate employees. Providing information and signing this agreement is voluntary, but failure to sign this agreement will preclude the authorization of relocation allowances and will result in not being appointed to the position specified herein. The primary use of the information contained in this agreement is by applicable management officials and supporting administrative staffs, payroll and accounting staffs, human resource staffs, and travel and transportation staffs to approve and record the benefits and entitlements of this employment situation. There are no additional uses that may be made of the information collected in the agreement. The official copy of this agreement is maintained in your Official Personnel File, which is a category of record included in the OPM/GOVT-1 General Personnel Records system.

APPENDIX D

INTERAGENCY AGREEMENTS

Interagency Agreement with the International Energy Agency (Click on the icon to open)



A:\Interagency
Agreement with IEA.pdf

REIMBURSABLE INTERAGENCY AGREEMENT
between
Department of Energy - Savannah River Operations Office
and
US Army Corps of Engineers, Gulf Regional Division

Mr. William W. Huxford, Jr.

I. BACKGROUND

The agreement documents arrangements for a temporary assignment (detail) of Mr. William W. Huxford, Jr., General Engineer, GS-0801-13, Department of Energy-Savannah River Operations Office (DOE-SR), to the US Army Corps of Engineers (USACE), Gulf Regional Division. This detail covers a 6-month period that will begin on or about October 3, 2004, and extend through on or about April 2, 2005. This detail is renewable an additional year by mutual consent.

II. PURPOSE

While assigned to the Gulf Regional Division, Mr. Huxford will be detailed to a Supervisory Civil Engineer, GS-0810-14. The position description has been forwarded to Department of Energy.

- a. Mr. Huxford's time and attendance will continue to be maintained by his parent organization within DOE-SR. He will account for all time worked and leave expended. Absences will be documented by the biweekly submissions of OPM 71, "Leave Request Form," approved by his USACE supervisor, based on the tour of duty (a 40-hour work week, Saturday through Wednesday, 0730-1600 with an unpaid one half hour for lunch). Mr. Huxford's regularly scheduled administrative workweek may include 4 hours of scheduled overtime each day with 2 hours of overtime paid with night differential pay each day. During this detail, Mr. Huxford will not be assigned to any office, organization, or position other than that stated, without prior written agreement of DOE-SR. Also, other pay entitlements while supporting the USACE mission include overtime, night differential, Sunday pay, danger pay, post differential, and holiday pay which he will incur during his tenure in Iraq.

The bi-weekly premium pay cap has been waived by DOE. Mr. Huxford's pay is subject to two annual pay limits: the annual aggregate limit Executive Level I (currently \$175,000) and the annual premium pay limit, which is the greater of Executive Level V (currently \$128,200) or GS-15/10 with locality pay. All earnings, including danger pay and foreign post differential, that are not paid due to the annual aggregate limit are deferred to the first pay period of the next year. Overtime, night differential, Sunday premium and holiday premium are subject to the annual premium pay limit. All earnings that are not paid due to the annual premium pay limit will not be paid. Base pay will always be paid.

- b. Mr. Huxford's salary and benefits will be reimbursed to DOE-SR for the duration of the detail by USACE. Travel and per diem expenses incident to official travel will be paid by USACE. In the event of a significant development regarding the subject

employee, USACE is responsible for notifying Mr. Huxford's parent organization of any such development. Examples of significant developments are: awards, recognition, serious hospitalization, arrest, or other violations related to the individual's ability to maintain a valid security clearance, or any other occurrences that the employee or USACE believes should be reported back to the parent organization. In the event Mr. Huxford is killed while on assignment with USACE, his family or estate will receive a death gratuity of \$10,000, which will be reimbursed to DOE-SR. The USACE will also reimburse DOE-SR for all workers' compensation claims resulting during the detail or claims incurred as a direct result of this detail.

- c. Security Clearances: A secret clearance will be held by USACE on behalf of Mr. Huxford during the detail. While detailed to USACE, Mr. Huxford will comply strictly with the Department of Defense's security regulations and procedures, including those specifying handling, transporting, and protecting classified information.
- d. Performance Evaluations: Mr. Huxford's performance evaluation is due on November 1, 2004. Mr. Huxford's supervisor at DOE-SR, Mr. Dennis Godbee, will request a letter of evaluation, on whatever date is determined, from his supervisor at USACE, Gulf Regional Division. The letter will cite duties, performance, and an objective rating (Pass or Fail). The letter of evaluation will become part of Mr. Huxford's performance appraisal file, standing alone or as part of a regular appraisal prepared by Mr. Huxford's DOE-SR supervisor.
- e. Implementation: This agreement shall be effective upon signature of all parties.
- f. Termination: This agreement may be terminated at any time when USACE and DOE-SR agree that termination is in the best interests of the employee or the organizations concerned.
- g. Review: This agreement will be reviewed after signature, on an annual basis, or when either party notifies the other party of the needs and reasons for such action.

III. NAMES AND ADDRESS OF PARENT ORGANIZATION

U. S. Department of Energy
Savannah River Operations Office
P. O. Box A
Aiken, SC 29802

W. Frank Wright, Human Capital Officer
(803) 952-8123 or Fax (803) 952-7711
Office of Human Capital Management
frank.wright@srs.gov

Sandee Greene, HR Specialist
(803) 952-9226 or Fax (803) 952-6196
Human Resources Management and
Development Division
sandee.greene@srs.gov

Dennis Godbee, Director (Supervisor)
(803) 952-7919 or Fax (803) 952-7710
Decommissioning Project

IV. NAME AND ADDRESS OF GAINING ORGANIZATION

Shelia R. Dent, Human Resources Officer
(202) 761-1885 or Fax (202) 761-7834
HECSA CPAC
ATTN: CEHC-CP, Room 6T78
441 G Street, NW
Washington DC 20314-1000
Shelia.R.Dent@hq02.usace.army.mil

V. PERIOD OF AGREEMENT

This agreement covers a 6-month period from October 3, 2004, through April 2, 2005, and is renewable for an additional year by mutual agreement.

VI. FUNDING AND ADMINISTRATIVE ARRANGEMENTS

During the detail period, Mr. Huxford will remain an employee of DOE-SR. Mr. Huxford will receive his salary from DOE-SR. DOE-SR will also continue to administer his Federal benefits and maintain his time and attendance records.

USACE will reimburse DOE-SR the amount of approximately equivalent to \$122,000 for FY 2005. This includes contributions to his salary and Federal Benefits, with additions for cost of living and Federal step adjustments, if any.

Any travel expenses, to include per diem, will be funded and administered by USACE.

VII REIMBURSEMENT PROCEDURES

DOE-SR will bill USACE for reimbursement of funds on a quarterly basis using the following financial data:

Line of Accounting: 21 4 2020 13519700000
Agency Location: 00008735
Fiscal Station: 40044
Allotment: 8172

The following summary provides information about the fiscal points of contact at both organizations.

US Army Corps of Engineers

POC: Norma Dean, Budget Officer
Address: US Army Corps of Engineers, Gulf Region Division, Iraq
Phone: (540) 542-1413
E:mail: Norma.dean@tac01.usace.army.mil

Department of Energy – Savannah River Operations Office

POC: John Pescosolido, Chief Financial Officer
Address: P. O. Box A, Aiken, SC 29802
Phone: (803) 952-9420 or Fax (803) 952-6027
E:mail: john.pescosolido@srs.gov

RETURN SIGNED AGREEMENT TO:

Department of the Army
Headquarters, US Army Corps of Engineers
ATTN: CEHEC-CP, Room 6T78
441 G Street, NW, Washington DC 20314-1000

AUTHORIZATION OF INTERAGENCY (DETAIL) AGREEMENT

Approved:

Approved:

USACE Approval Authority

Jeffrey M. Allison, Manager
U.S. Department of Energy
Savannah River Operations Office

John Pescosolido, Chief Financial Officer
U.S. Department of Energy
Savannah River Operations Office

Date

USACE Approval Authority
Budget

Date

ADDENDUM

Reimbursable Detail Agreement

Participating Employee: **William W. Huxford, Jr.**

Period of Assignment: From **October 3, 2004** To **April 2, 2005**

Fiscal Obligations

The estimated cost per fiscal year for salary (including other pay entitlements) and benefits is as follows:

FY 2005 \$ **122,000**

Part 12 – Travel and Transportation Expenses and Allowances

Travel and Transportation will be paid by USACE.

Fund Citation:

Program and budget approval:

Fund certification:

APPENDIX E

Letter of Consent for Transfers to International Organizations

(Name & title of principal contact)

(Name & address of international organization)

Dear _____:

I am pleased to confirm that the Department of Energy agrees to transfer (employee's name) to the (international organization) for (requested duration, not to exceed 5 years) beginning on (date), or as soon thereafter as possible.

(Employee's name) will perform the following work while assigned to the (international organization) as a (position title) and will be paid at the rate of (denomination & amount).

(Description of work taken from the vacancy announcement or offer letter to the employee)

In the event that the employee will be returning to the Department of Energy, please provide an evaluation of (employee's name)'s performance while assigned to your organization to assist us in placing (him/her) in an appropriate position.

If there are any questions, please contact (name), who will serve as the principal contact at the Department, at (e-mail address and phone and fax numbers). If there is another individual in your organization who will serve as your principal contact, please provide similar information so we may communicate directly with that individual.

Sincerely,

(Name)

(Title –Head of the Departmental Element)

(Organization)

cc: *(Employee's name)*

Servicing HR office

Administrative Officer, if applicable

APPENDIX F

U.S. Department of Energy Agreement to Transfer to an International Organization (April 2003)

Introduction This is an employment agreement between the Department of Energy (DOE) and _____ (*employee's name*) (hereinafter referred to as "you" or "your") for the purpose of specifying conditions under which you may return to DOE following your transfer assignment and may retain your benefits during your assignment.

Effective Date The effective date of this agreement is the same as the effective date of your termination on your SF-50, Notification of Personnel Action.

Assigned Position, Organization, and Duration You are being transferred as a _____ (*title*) to _____ (*international organization*) at the pay level of _____ for a period of _____ (*duration*).

Employment Rights In accordance with 5 CFR 352.311, you have the right to be reemployed within 30 days by DOE, or its successor agency, as a _____ (*title, series, and grade of current position*), or an equivalent position, upon completion of your assignment providing you apply to DOE, or its successor agency, within 90 days of your separation from the international organization.

In accordance with 5 CFR 352.314, for purposes of your reemployment and retained benefit rights: 1) you will be considered as having received all pay increases, including within-grade step increases, that you would have received had you not been on assignment; 2) you will be considered for all promotions as if you were not on assignment; and, 3) if your current position is reclassified during your assignment, your reemployment right will be to a position equivalent to the reclassified position.

The period of separation caused by your employment with the international organization and the period necessary to effect re-employment, if applicable, is deemed employment by the United States for the benefits that you have elected to retain.

Retained Benefits You have elected to retain the following benefits, if marked, while on your assignment.

____ Retirement
____ Health benefits (_____ (*plan*))
____ Life insurance
____ Annual leave balance

Thrift Savings Plan (TSP) bulletin 00-13 dated May 9, 2000, states that you cannot participate in the Thrift Savings Plan (TSP) while you are employed by (*international organization*). However, Public Law 106-113, provides that you may make up missed TSP contributions after you are reemployed in the Federal service if you elected to retain your retirement plan coverage while employed by the international organization and you have made all deposits required for such coverage.

You may change your benefits during open seasons & eligible life events. Any changes to your benefits will result in adjustments in the amount of the contributions made by DOE and in the amount that DOE bills you quarterly.

You agree to pay your portion of the premiums within 90 days of being billed quarterly by DOE. DOE will pay the employer portion of the benefits that you have elected to retain. In accordance with 5 CFR 352.309, failure to make timely payment may result in termination of these benefits. Coverage so terminated may not apply again before you enter on duty in a pay status in an agency. Terminated benefits may be reinstated retroactively if, as to coverage under the appropriate Federal retirement system, the Office of Personnel Management determines that the failure to make a required current deposit was due to circumstances beyond your control and any required payments are deposited at the first opportunity.

You will retain coverage, rights, and benefits under the Federal employees' work injuries and accidental death provisions. However, if you or your dependants receive a payment, allowance, or gratuity from the international organization; payment under an insurance policy for which the premium is wholly paid by the international organization; or other benefit of any kind as a result of the same injury or death, the amount thereof is credited against your benefit.

In the event that you are not re-employed by the Federal government, you will not be eligible to retain the benefits that you retained while on assignment, including being able to retire at the end of your assignment.

You have the right to designate a beneficiary or beneficiaries to receive any unpaid compensation or retirement benefits in the event of your death. If a beneficiary is not designated, 5 U.S. 5528 provides for the distribution of funds in the following manner: first, to your widower; second, if you leave no widower, to your child or children in equal shares, with the share of any deceased child distributed among the descendants of that child; third, if none of the above, to your parents (or parent); and fourth, if none of the above, to your next of kin who may be entitled under the laws of the State in which you are domiciled at the time of your death.

Leave

You are not eligible to accrue leave of any kind during the period of your transfer assignment. If you retained an annual leave balance, you may request a lump-sum payment at any time; however, if you are re-employed, you must refund any lump-sum payment. Should you become re-employed by the Federal government, the employing agency will restore your sick leave account to the amount that existed at the time of transfer.

Certification

I hereby certify that I have read and understood the terms and conditions of this agreement. Any changes other than those required by applicable laws and regulations must be in writing by me or my representative or another authorized DOE official.

Employee's Signature

Date

Authorizing DOE Management Official

Date

Human Resources Official

Date

PRIVACY ACT STATEMENT

This agreement satisfies the requirements in 5 CFR 352.308 and 352.309 to document the above information. Signing this agreement is voluntary, but failure to sign this agreement will result in the Department withdrawing its consent to the transfer to the international organization making you ineligible to retain your benefits. The primary use of the information contained in this agreement is by applicable management officials and supporting administrative staffs, payroll and accounting staffs, and human resource staffs to approve and record the decision to permit the transfer and the employee's employment rights and election of benefits. There are no additional uses that may be made of the information collected in the agreement. The official copy of this agreement is maintained in your Official Personnel File, which is a category of record included in the OPM/GOV'T General Personnel Records system.

Distribution:

Original - Official Personnel File

Copy - Payroll

Departmental Element

APPENDIX G

Employee Transfer Letter

(Employee's name and address)

Dear Mr./Ms. (employee's name)

The (organization) authorized your transfer to (international organization) for (duration) years effective (date effective). This letter provides you with a summary of employee entitlements when transferred to an international organization. More details can be found in 5 CFR Part 352, Subpart C.

Employment Rights

You have the right to be reemployed within 30 days by DOE, or its successor agency, as a (title, series, and grade of current position), or an equivalent position, upon completion of your assignment providing you apply to DOE, or its successor agency, within 90 days of your separation from the international organization.

You will be considered as having received all pay increases, including within-grade step increases, that you would have received had you not been on assignment; all promotions as if you were not on assignment; and, if your current position is reclassified during your assignment, your reemployment right will be to a position equivalent to the reclassified position.

The period of separation caused by your employment with the international organization and the period necessary to effect re-employment, if applicable, is deemed employment by the United States for the benefits that you have elected to retain.

Benefits

You are entitled to retain coverage under your current Federal retirement plan, and to continue your participation in the Federal employees' health benefits and group life insurance programs. However, to retain these benefits you must pay the required employee contributions. If you elect to continue any of these benefits, you will be billed quarterly from the DOE payroll office for your portion of the premiums.

Thrift Savings Plan (TSP) bulletin 00-13 dated May 9, 2000, states that you cannot participate in the Thrift Savings Plan (TSP) while you are employed by (international organization). However, Public Law 106-113, provides that you may make up missed TSP contribution after you are reemployed in the Federal service if you elected to retain your retirement plan coverage while employed by the international organization and you have made all deposits required for such coverage.

The Department will continue to make its contributions for the benefit(s) that you elect to retain as long as your payments are received by the DOE payroll office within 90 days of being billed. Failure to make timely payment may result in termination of these benefits. Coverage so terminated may not apply again before you enter on duty in a pay status in an agency. Terminated benefits may be reinstated retroactively if, as to coverage under the appropriate Federal retirement system, the Office of Personnel Management determines that the

failure to make a required current deposit was due to circumstances beyond your control and any required payments are deposited at the first opportunity.

If you are planning to retire within the next five years, you need to continue your participation in the Federal employees' health benefits program in order to continue this benefit into retirement.

You will retain coverage, rights, and benefits under the Federal employees' work injuries and accidental death provisions. However, if you or your dependants receive a payment, allowance, or gratuity from the international organization; payment under an insurance policy for which the premium is wholly paid by the international organization; or other benefit of any kind as a result of the same injury or death, the amount thereof is credited against your benefit.

In the event that you are not re-employed by the Federal government, you will not be eligible to retain the benefits that you retained while on assignment, including being able to retire at the end of your assignment.

You have the right to designate a beneficiary or beneficiaries to receive any unpaid compensation or retirement benefits in the event of your death. If a beneficiary is not designated, 5 U.S. 5528 provides for the distribution of funds in the following manner: first, to your widower; second, if you leave no widower, to your child or children in equal shares, with the share of any deceased child distributed among the descendants of that child; third, if none of the above, to your parents (or parent); and fourth, if none of the above, to your next of kin who may be entitled under the laws of the State in which you are domiciled at the time of your death.

Leave

You are not eligible to accrue leave of any kind during the period of your transfer assignment. If you retained an annual leave balance, you may request a lump-sum payment at any time; however, if you are re-employed, you must refund any lump-sum payment. Should you become re-employed by the Federal government, the employing agency will restore your sick leave account to the amount that existed at the time of transfer.

Please complete and return the enclosed benefits and leave election form before you exit the Department to go to the international organization. Should you have any questions, please contact (*your servicing personnel specialist*) at (*specialist's telephone number*).

Sincerely,

(*Team Leader*)

Enclosure

cc: Departmental Element

APPENDIX H

U.S. Department of Energy Service Agreement for a Permanent Overseas Position (Revised 9-04)

Introduction	This is an employment agreement between the Department of Energy (DOE) and _____ (hereinafter referred to as "you" or "your") for the purpose of specifying conditions under which you will provide services for work while located overseas and DOE will provide certain benefits or entitlements.
Effective Date	The effective date of this agreement is the same as the effective date that you are appointed to this position as reflected on the attached SF-50, Notice of Personnel Action.
Assigned Position, Location, and Length of Tour	You are being assigned as a _____, GS-_____, to _____ (location) for a period of _____ year(s) beginning with the date of your arrival at that location. The _____-year period ends while you are overseas. If offered and mutually agreed to, you may be extended for another _____-year period. If the assignment is extended, you will be required to sign an extension agreement.
Promotions and Return Rights	This position (<i>does/does not</i>) have promotion potential. If it does have promotion the promotion action will be (<i>temporary/permanent</i>). Upon completion of your tour, you have return rights to a position at (<i>your former grade level/the highest grade level held while overseas</i>) in _____ (organization).
Pay and Pay Allowances	<p>Your pay is based on the basic General Schedule, without any locality pay. The applicable allowance(s) are then added to the basic schedule. Annual adjustments will be determined by the amount of the general increase applicable to all schedules.</p> <p>The following pay allowances are authorized in accordance with sections 220-229, 510-560, and 920 of the Department of State Standardized Regulations (DSSR) when marked:</p> <p>_____ Post Allowance. This is a cost of living allowance to offset the difference between the cost of living at the post of assignment in a foreign area and the cost of living in the Washington, D.C. area. It is expressed as a percentage (increase over the Washington, DC living index), but is a flat annual rate based on your base pay and the number of persons eligible for the allowance. It is included in your biweekly paycheck. The current allowance for your duty location is \$ (<i>amount</i>) (____%). The percentage also determines the earning rate for home leave.</p> <p>_____ Post Differential. This is a recruitment and/or retention incentive for locations where unusual hardship conditions exist. It is expressed as a percentage of basic pay and included in your biweekly paycheck. The differential for your duty location is ____%.</p> <p>Pay allowances are subject to change periodically. Information is available biweekly. Any change will take effect retroactively to the effective date.</p> <p>You may request in writing, through your servicing personnel office to the payroll office, up to 3 months of pay be advanced to you at the time of transfer to your foreign duty location to purchase items which are necessary, but may not be readily available, at the foreign duty location. An</p>

advance in pay creates an indebtedness which must be repaid. You will have 7 pay periods to repay the amount that you would normally receive for one pay period, but you may pay it off earlier if you choose to do so.

Local Income Tax There is/is no local income tax that will be deducted for the country to which you are assigned.

Leave You are entitled to carry forward up to ____ days (____ hours) of annual leave each leave year while you are overseas.

You will earn home leave in the amount of ____ days per year, beginning on the date that you arrive at your foreign duty location in accordance with the provisions in 5 CFR §630.604. This leave is maintained separately from your annual and sick leave accounts. You are not eligible to use the home leave 1) until you have completed 24 months of continuous service overseas, and 2) unless you will be returning overseas for at least 12 months after you have used it. When home leave is used and you do not return to an overseas assignment, you will create an indebtedness. Use of your accrued home leave is subject to approval by your supervisor; it may be used in conjunction with annual leave.

Dependent(s) You are authorized to take your eligible family members with you at DOE expense if you choose to do so. Those dependents who are authorized to accompany you are specified on the attached SF-1190, Foreign Allowances Application, Grant and Report. You will be authorized full travel and housing allowances, as specified in the Federal Travel Regulations (FTR) and the DSSR, for them, including an education allowance and/or travel expense to and from overseas for college, if applicable, but you will not be authorized a separate maintenance allowance to leave your dependent(s) in the U.S. Authorized allowances are specified on the attached checklist of allowances.

You are responsible for the conduct of your dependent(s) while they are with you overseas. If one or more dependents need to return to the U.S. before you are authorized to do so, you will be responsible for that cost, unless the travel is authorized for medical reasons.

Passports and Visa(s) You are required to obtain 1) a diplomatic passport in accordance with 22 CFR §§51.3 and 53.1, and 2) a visa for each country that you will be traveling in for official business, for yourself and any dependent that accompanies you. Diplomatic passports are available through the Headquarters travel services department at DOE expense and they must be returned to that office upon completion of your tour. Diplomatic passports and the visa for the country in which you will reside must be secured before final travel authorizations will be provided. Additional visas for diplomatic passports for countries other than the one in which you will reside may be obtained at DOE expense through the closest Department of State (DOS) passport office overseas. You are required to maintain your eligibility for your diplomatic passport and visa(s) during the entire period of your tour. In the event that a diplomatic passport is lost or stolen while you are overseas, you must notify the Headquarters travel services department promptly.

A diplomatic passport may not be used for personal travel while you are overseas; instead you must obtain a regular passport at your own expense, which is recommended. The Headquarters travel services department will assist you in securing regular passports.

Travel and Transportation Allowances Travel and transportation costs for you and your immediate family, including your household goods, to and from your overseas location will be paid by DOE in accordance with the applicable sections of the FTR, DSSR, DOE 552.1, and DOE M 552.1-1 with the understanding that you will remain in service at that location for a period of at least one year following the effective date

of your appointment to this overseas position. The amounts of authorized allowances are attached. The amount of your return expenses will be the amount that it costs to return you and your family to your legal residence as specified herein, whether or not you return to that location, or, if applicable, the cost to relocate you and your family to another overseas location.

Temporary duty travel (TDY) while at the overseas post will be performed under the policies and procedures provided in the FTR, and DOE O 552.1. Per diem allowances for TDY travel will be based on those published by DOS in section 925 of the DSSR.

DOE will pay a home service transfer allowance for extraordinary, necessary, and reasonable expenses, not otherwise compensated for, when you return from your overseas assignment. Based on section 250 of the DSSR, the home service allowance is authorized for the following:

- 1) A lump sum miscellaneous expense portion to assist with certain extraordinary expenses (i.e., disconnecting and connecting appliances; cutting and fitting rugs and draperies moved from one residence to another; automobile registration).
- 2) An actual subsistence expense portion designed to help offset costs of meals, laundry and dry cleaning of clothes, and lodging while staying in temporary quarters.
- 3) A lease penalty expense portion to assist employees receiving the living quarters allowance to help offset the expense of unavoidable lease penalties for the early termination of a lease due to a transfer required by DOE.

DOE will pay up to the amount that it costs for round trip travel for you and your family to return to the your residence for approved home leave.

Relocation Income Tax Allowance	DOE will reimburse any Federal, state, or local income tax liability that you incur as a result of expenses paid by DOE that are associated with your move.
Quarters Allowance	The type and amount of allowance for housing is specified on the attached SF-1190, Foreign Allowances Application, Grant and Report.
Education Allowance/Travel	You are authorized an education allowance for an eligible child who will be enrolled in grades K-12 based on the amount established in section 920 of the DSSR at the time of enrollment. The allowance may be adjusted based on the school(s) selected, one-time costs, special needs, and other variables delineated in section 274 of the DSSR. Travel may be authorized for one round trip annually to and from a school located in the United States for a full-time course for secondary education, i.e., a public or private school with grades 9-12, or equivalent, in lieu of an education allowance; undergraduate college education; or an accredited post-secondary vocational or technical education in accordance with section 280 of the DSSR and the FTR.
Medical Clearance and Coverage	You and your dependent(s) are required to be cleared by the Office of Medical Services, DOS in order to be eligible to participate in the DOS's medical program and to ensure that DOE does not incur unnecessary medical expenses. Should any dependent not be cleared, then you will be responsible for that family member's medical expenses should you choose to have that member accompany you. A medical clearance is good for the period of your two-year tour. If your tour is extended another two years, then you must renew your and your dependent's(s') clearances.

The DOS's medical program includes prepaid health care service provided by local DOS medical facilities, hospitalization and any subsequent care by a local practitioner following the hospitalization, and medical evacuation services. Costs for such services are paid by DOE. Any other health care, including routine dental care, that you or your dependent(s) need is at your expense.

As a condition of eligibility for the DOS's medical program, you are required to maintain health insurance coverage for services other than those provided by the local DOS medical facility. When DOE incurs such expenses on your behalf, you will be required to reimburse DOE the amount that is covered by your insurance plan. The insurance plan that you have chosen is _____.

Security Clearance	You are required to maintain a _____ level clearance/access authorization at all times in your overseas position.
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Residence	At the time of selection for this overseas assignment, your place of residence for determining travel and transportation expenses upon your return is _____ (city and state). Your place of residence for income tax and voting purposes is _____ _____(city and state).
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Effect of Failure to Fulfill the Terms of This Agreement	In the event that you fail to fulfill the terms of this agreement or any amendment to it, including an extension agreement, money expended by DOE to you or on your behalf, except for appropriate salary and benefits, may be recovered from you as a debt, unless the termination of this agreement is due to a reason beyond your control and mutually agreed to in writing by an authorized DOE official. Termination for reasons due to misconduct or performance, including failure to maintain the required passport and visa(s), medical clearance (for failure to take a medical exam), or security clearance or failure to reimburse DOE for insurance claims, are regarded as reasons within your control. You will be required to make such restitution as is required by applicable laws and regulations, including 41 CFR 302-1.5, and the terms and conditions of this agreement.
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Certification	I hereby certify that I have read and understood the terms and conditions of this agreement. I also understand that the above information is accurate as of this date, but that the allowances and benefits are subject to change without prior notice and that, when applicable laws and regulations change which result in a change(s) to the terms and conditions herein, the parties hereto mutually agree that this agreement will be subject to them. Any changes other than those required by applicable laws and regulations must be mutually agreed to in writing by me or my representative or another authorized DOE official.
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Employee's Signature

Date

Authorizing Management Official

Date

Travel/Transportation Official

Date

Human Resources Official

Date

Attachments:

Checklist of Travel and Transportation Allowances authorized
SF-50, "Notification of Personnel Action"
SF-1190, "Foreign Allowances Application, Grant and Report"

PRIVACY ACT STATEMENT

Section 302-1.5 of Title 41 of the Code of Federal Regulations requires the use of a service agreement to support the expenditure of funds to relocate employees. Providing information and signing this agreement is voluntary, but failure to sign this agreement will preclude the authorization of relocation allowances and will result in not being appointed to the position specified herein. The primary use of the information contained in this agreement is by applicable management officials and supporting administrative staffs, payroll and accounting staffs, human resource staffs, and travel and transportation staffs to approve and record the benefits and authorizations of this employment situation. There are no additional uses that may be made of the information collected in the agreement. The official copy of this agreement is maintained in your Official Personnel File, which is a category of record included in the OPM/GOVT-1 General Personnel Records system.

**U.S. Department of Energy
Travel and Transportation Allowances**

The specific allowances that are authorized are marked:

- _____ 1. Travel by a contract carrier(s) from your residence to and from your overseas location for you and your eligible family member(s), regardless of whether they travel with you.
- _____ 2. Per diem in the amount of \$_____ per day while enroute to your overseas location. The per diem rate for returning to the United States will be determined at that time.
- _____ 3. Temporary quarters subsistence based on section 123.2 of the DSSR:
 - a. Up to 90 days for you and your family member(s) upon arriving at the overseas post.
 - b. Up to 30 days for you and your family member(s) preceding departure from the overseas post.
- _____ 4. Shipment of household goods up to _____ pounds and temporary storage of those goods at the overseas location up to 60 days until you are able to occupy your quarters.
- _____ 5. Non-temporary storage of household goods for the period that you are overseas up to _____ pounds (the amount, when combined with the amount that may be shipped, may not exceed 18,000 pounds).
- _____ 6. Shipment of one privately owned vehicle (POV) to and from the overseas location. In the event that you choose not to ship a vehicle to the overseas location and purchase one overseas, you will be authorized to ship your purchased vehicle back to the United States.
- _____ 7. Property management services for the rental of your existing residence, not to exceed \$200 per month, and to terminate upon expiration of this service agreement.
- _____ 8. One round trip travel to and from the United States for an eligible family member(s) to attend high school (in lieu of an education allowance) or an undergraduate college or university annually.
- _____ 9. Periodic travel to and from a kindergarten, elementary, or secondary school located overseas (see section 277.2c of the DSSR).
- _____ 10. Reimbursement for those miscellaneous expenses specified in FTR Chapter 302-3.1(b) that are associated with discontinuing residence at one location and establishing residence at a new location:
 - _____ a. The lesser of \$350 or the equivalent of 1 week's basic pay if unaccompanied.
 - _____ b. The lesser of \$700 or the equivalent of 2 week's basic pay if an accompanied tour.

- _____ 11. Pre-departure subsistence expense for self and family, not to exceed 10 days, prior to departure to the overseas post (see section 242.3 of the DSSR).
- _____ 12. Home service transfer allowance (see section 250 of the DSSR), not to exceed 60 consecutive days (approved in 30-day increments), upon return to your U.S. duty station. An additional 60 days may be authorized when the program office determines that there is a compelling reason to continue the allowance. In order to receive this allowance, you are required to sign a separate certification (also referred to as a service agreement; see section 252.5(b) of the DSSR) that you will continue to be employed in the Federal Government for at least 12 months in the U.S. or other non-foreign area. You are not eligible for this allowance if you will be retiring upon your return.

APPENDIX I

Authorization for Medical Examination (DS-3069) (Click on the icon to open)



Authorization for
Medical Examination I

APPENDIX J

Memorandum of Agreement Regarding the Department of State's Overseas Personal Services Agreement Authority (Click on the icon to open)



MOA with DOS re
PSA Authority 5-03.p

APPENDIX K

IAEA Policy and Procedures Instruction on Cost-Free Experts (Click on the icon to open)



IAEA - Cost-Free
Experts docs.pdf

APPENDIX L

IAEA Special Service Agreement for Cost-Free Experts (Click on the icon to open)



IAEA svc
agreement re cost-free

Benefits for DOE Employees Detailed to Iraq **(June 7, 2005)**

Introduction

This document addresses the types of pay, leave, and insurance benefits that are available to **non-reimbursable** detailees, along with information on administering the benefits. Unless specifically stated that DOD pays, all expenses are paid by the employee's organization. **This guidance should be used as a checklist when negotiating reimbursable details.**

Pay and Hours of Duty

1. **Salary** - DOE employees who are not transferred to DOD will continue to receive their same salary that they would receive had they not been on detail, which includes locality pay.
2. **Work Schedule** - Employees will be on a 5-day 8-hour schedule, but are expected to work 12-16 hours per day, depending on their work assignment, **6.5 - 7 days per week**. Some employees have regular hours, such as 7AM to 9PM, while others work varying schedules in which they can work anytime day or night. Normally, 2 meal periods occur daily, which is non-compensable time. Also, see paragraph 5 regarding Sunday pay.
3. **Overtime** – Overtime may be either regularly scheduled or irregularly scheduled. To be regularly scheduled, the specific hour and day(s) must be known in advance of the administrative workweek in which it occurs. Because the work schedules vary daily among employees, **Departmental elements will determine the appropriate form of compensation based on the employee's work assignment and reported time. DOE's policy is that the amount of overtime that occurs daily on a regular, recurring basis will be treated as regularly scheduled; any amount of overtime that fluctuates above that amount must be determined on a case-by-case basis.** (Note: Because this is a significant change in policy and to ensure equity for employees who are currently on detail or were previously on detail, including details to Kuwait, the Chief Financial Officer has authorized Departmental elements to retroactively change previous overtime determinations based on available funding.)

Regularly scheduled overtime must be paid at the greater of 1.5 times the applicable locality pay rate for GS-10 step 1 or the employee's actual hourly rate and it is reported in the Automated Time Attendance and Production System (ATAAPS) as "OS". (Note: DFAS is paying the higher amount automatically.)

Irregularly scheduled overtime may be paid at the same rate as regularly scheduled overtime, compensated as compensatory time off, or a combination of both, depending on the grade of the employee (see the DOE Handbook on Overtime) or compensated as Administratively Uncontrollable Overtime (AUO) pay. DOE has authorized AUO pay in light of the known amount of irregular overtime per week and in consideration for program funding, since these funds

may adversely impact organizations financially. If the employee is receiving AUP pay, irregularly scheduled overtime up to the first 10 hours per week is coded in ATAAPS as “OA” and any additional hours are coded as “OU.” If the employee is not receiving AUO pay, all irregularly scheduled overtime is coded as “OU.”

AUO pay is paid based on the average hours worked per week over a reasonable period of time. Based on the work that was previously performed in Kuwait and what employees are being told during their orientation sessions, the average exceeds 9 hours per week significantly, so the maximum amount of 25% of base pay, including locality pay, is paid. A SF-50, Notice of Personnel, is needed to effect this pay in DFAS. The nature of action code (NOAC) is 818.

4. **Work at Night** - For regularly scheduled work performed during the hours of 6PM and 6AM, night differential is paid in addition to overtime pay and other applicable premiums. That differential is 10% of **basic pay, i.e., locality pay or special salary rate**. Employees are expected to work during daytime hours to the maximum extent possible to minimize these costs.
5. **Work on Sunday** - For regularly scheduled work performed on a Sunday, an employee is entitled to Sunday pay at the rate of 25% of basic pay, in addition to overtime and other applicable premiums.
6. **Work on a Holiday** - For work performed on a holiday, an employee is entitled to holiday pay for up to 8 hours at the rate of 100% of basic pay, in addition to overtime and other applicable premiums.
7. **Danger Pay** – This benefit is paid when an employee has been in a country a minimum of 4 hours in a day at the following rates, which are a percentage of basic pay:

Kuwait – 15% Iraq – 25%

An SF-50 with a NOAC 946 should be prepared. When an employee changes locations, a new SF-50 will be needed to change the rate or terminate it.

8. **Foreign Post Differential** - This is effective on the 43rd day, retroactive to the first day in a country, at the rate of 25% of basic pay (**effective August 2004, but under review again by OPM**). An SF-50 with a NOAC 943 should be prepared on the 43rd day.
9. **Waiver of the Bi-Weekly Pay Limitation** – The bi-weekly pay cap has been waived for all detailees. This means that an employee’s pay is subject to 2 annual pay limits: the annual aggregate limit, **which** is Executive Level I (currently **\$180,100**); and the premium pay limit, which is the greater of Executive Level V (currently **\$131,400**) or GS-15/10; **special salary rates are capped at level IV (\$140,300)**. All earnings, including danger pay and foreign post differential, that are not paid due to the annual aggregate limit are deferred to the first pay period in the next year. Overtime, night differential, Sunday premium, holiday premium,

and AUO pay are subject to the annual premium pay limit. All earnings that are not paid due to the annual premium pay limit are never paid. **Basic** pay is always paid. Earnings are projected each pay period to identify whether an employee is subject to either limit.

Higher graded employees are encouraged to project when they expect to reach the cap before they decide to accept the employment offer to be detailed.

Organizations must provide the payroll staff a list of their employees who are being detailed so DFAS can manually override the payroll system to avoid the bi-weekly pay cap.

10. **Per Diem** – **State and/or DOD** provides meals, lodging, and miscellaneous expenses, so no per diem is paid by DOE organizations.
11. **Travel Expenses** – **DOE organizations** are responsible for providing airfare to and from the overseas assignment.
12. **Medical Services** – DOD provides local medical services or will medivac an employee out of the country to Washington, DC. Employees must be medically cleared by DOE and DOD prior to departure.
13. **Health Insurance** – Employees should have a non-HMO type plan in case they choose to be treated by a local physician or dentists at their own expense. Employees may change their plan prior to departure or while overseas.
14. **Life Insurance** – FEGLI coverage is maintained at the current level; however, an employee may increase the amount of coverage subject to a physical exam (which is done as part of the medical clearance process).
15. **Workers' Compensation** – Employees are covered by the existing workers' compensation program.
16. **Death Gratuity** – In the event that an employee is killed while on assignment, the employee's family or estate will receive a death gratuity of \$10,000.
17. **Regional Rest Breaks** – Employees are authorized one trip for every six-month period of assignment. Employees become eligible for the one trip after 90 days in country. Employees may select the location based on the amount of leave authorized; however, the maximum amount of the transportation cost that will be paid by DOE is the lowest fare to Frankfurt, Germany at the time the trip is scheduled. No lodging or per diem will be paid.
18. **Home Visits** – Employees are authorized a home visit periodically, e.g., one trip every 6 months in lieu of a regional rest break, in which annual leave, LWOP, or compensatory time is authorized by the employee's supervisor in Iraq consistent with DOE leave policies. Departmental elements may limit the number of home visits per year based on the availability of funds.

- 19. Consultation Trips** – The primary purpose of these trips is to conduct business in the United States. They will be authorized and paid consistent with the agreements with State (for the Iraq Reconstruction Management Office (IRMO) and DOD (Department of Army for the Project and Contracting Office (PCO)).
- 20. Leave** – Employees may request annual leave or LWOP before or after their detail or while in transit to **and from their** overseas location, **for a regional rest break or home visit, and in conjunction with a consultation trip.** The amount of annual leave, LWOP, or compensatory time that will be authorized will be determined by the applicable supervisor while on detail or the employee's supervisor prior to departure or upon returning to DOE. No home leave will be earned. Employees may be authorized excused absence **to make arrangements to depart, e.g., to obtain a physical from a private physician for a medical clearance or attend training at the Foreign Training Institute, or upon returning from overseas to resettle, e.g., to make arrangements to have utilities turned on, if that cannot be accomplished outside of normal work hours.**

For any questions concerning this information, contact Bruce Murray at bruce.murray@hq.doe.gov or (202) 586-3372.

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